

UNDERWOOD LAW FIRM, P.C.
Thomas C. Riney, SBN: 16935100
W. Heath Hendricks, SBN: 240556451
500 South Taylor, Suite 1200, LB 233
Amarillo, Texas 79101
Telephone: (806) 376-5613
Facsimile: (806) 379-0316
Email: tom.riney@uwlaw.com
Email: heath.hendricks@uwlaw.commc

-and-

Michael R. Johnson (*Pro Hac Vice*)
RAY QUINNEY & NEBEKER P.C.
36 South State Street, Suite 1400
Salt Lake City, Utah 84111
Telephone: (801) 532-1500
Facsimile: (801) 532-7543
Email: mjohnson@rqn.com

Attorneys for Plaintiff Rabo AgriFinance LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

IN RE: McCLAIN FEED YARD, INC., McCLAIN FARMS, INC., AND 7M CATTLE FEEDERS, INC., Debtors. ¹	Chapter 7 CASE NO. 23-20084-rlj Jointly Administered
RABO AGRIFINANCE LLC, <i>Plaintiff,</i>	ADV. PROC. NO. 23-02005-rlj Honorable Robert L. Jones

¹ The Debtors in these jointly administered cases are: (1) McClain Feed Yard, Inc. (Case No. 23-20084); (2) McClain Farms, Inc. (Case No. 23-20885); and (3) 7M Cattle Feeders, Inc. (Case No. 23-20886). All three cases are being jointly administered under the case number for McClain Feed Yard, Inc.

v.

ACEY LIVESTOCK, LLC et al.,

*Defendants.*²

**MOTION FOR ENTRY OF DEFAULT JUDGMENT AGAINST DEFENDANT
BELLA ELEGANCE LLC**

Pursuant to Fed. R. Bankr. P. 7055, Plaintiff Rabo AgriFinance LLC (“**Plaintiff**” or “**RAF**”), through counsel, respectfully moves the Clerk of this Court to enter a Default Judgment

² The Defendants named in the Complaint are ACEY LIVESTOCK, LLC; MICHAEL ACEY; STAN E. AYERS, JR.; ARNOLD BRAUN TRUST; ARNOLD BRAUN; ROBERT BRAUN; BAR D RANCH LAND & CATTLE LLC; N. TERRY DICKS; BARRETT’S LIVESTOCK INC.; DON RALPH BARRETT; **BELLA ELEGANCE LLC**; BIG SEVEN CAPITAL PARTNERS, LLC; DORA BLACKMAN; BRYAN BLACKMAN; EDDIE BRYANT; BRENT BURNETT; JOE BURNETT; TERRY BURNETT; BUSS FAMILY TRUST; EDWIN D. BUSS; DENNIS BUSS; C HEART RANCH, LLC; COLETTE LESH; CARRAWAY CATTLE, LLC; RICHARD CARRAWAY; CURTIS JONES FARMS; DAC83 LLC; ERIC DeJARNATT; DON JONES FARM, INC.; DON JONES TRUCKING, INC.; DUFURRENA CUTTING HORSES; EDWARD LEWIS DUFURRENA; RIETA MAY DUFURRENA; ROBERT ELLIS; MICHAEL EVANS; DOUG FINLEY; GARWOOD CATTLE CO.; JUSTIN GARWOOD; GENE BROOKSHIRE FAMILY, LP; JOEL BROOKSHIRE; GRAY BROTHERS CATTLE; ROBERT GRAY; RONNIE GRAY; JIMMY GREER; GUNGOLL CATTLE, LLC; BRADLEY GUNGOLL; LEAH GUNGOLL; JACE HARROLD; HINES CATTLE COMPANY, LLC; HINES FARMS, LLC; A.J. JACQUES LIVING TRUST; CORY JESKO; DWIGHT JESKO, JOANN & KEITH BROOKS d/b/a BROOKS FARMS; LARRY KEITH; DUSTIN JOHNSON; DAVID JOHNSON; KINSEY JONES; KINGDOM TRUST; JAMES MCCUAN; KEITH HARRIS; JANICE LAWHON; JAN LESH; MORRISON CAFÉ, LLC; LESH FAMILY TRUST; GARY LESH; JARED LESH; JORDAN LESH, LLC; LFC CATTLE; CHARLES LOCKWOOD; COLE LOCKWOOD; SHERLE LOCKWOOD; NIKKI LOCKWOOD; MAP ENTERPRISES; MIKE GOURLEY; NATALIE MARTUS; JEAN NIX; OPEN A ARENA LLC; BARRY PHILLIPS; DREW PHILLIPS; PRIEST CATTLE COMPANY LTD; PRIEST VICTORY INVESTMENT LLC; CHRISTOPHER PRINCE; PRODUCERS LIVESTOCK COMMISSION; SONNY BARTHOLD; DAVID RAINEY; RAPP RANCH; MARK J. REISZ; RALPH REISZ; RIDGEFIELD CAPITAL ASSET MANAGEMENT; JIM GIORDANO; RILEY LIVESTOCK, INC.; ANGIE ROBINSON; RICK RODGERS; STEVE RYAN; JIM RININGER; SCARLET & BLACK CATTLE, LLC; COLTON LONG; SCOTT LIVESTOCK COMPANY; SHAW & SHAW FARMS PARTNERSHIP LLC; THE UNIVERSITY OF FLORIDA; ROBERT J. SPRING; STARNES CATTLE; JEFF STARNES; EDDIE STEWART; ROBERT STEWART; RACHEL STEWART; SCOTT E. STEWART; STEVE T SCOTT FARMS, INC.; JUSTIN STUEVER; PHILLIP SULLIVAN; AMY SUTTON; CRAIG SUTTON; TGF RANCH LLC; TOM FRITH; THORLAKSON DIAMOND T FEEDERS, L.P.; JOHN TIDWELL; MYKEL TIDWELL; TINDAL TRUCK SALES; JOHN TINDAL; JANET VANBUSKIRK; LYNDAL VANBUSKIRK; SUSAN VAN BUSKIRK; COLBY VANBUSKIRK; CAMERON WEDDINGTON; NANCY WEDDINGTON; WILLIAM WEDDINGTON; WILDFOREST CATTLE COMPANY LLC; WILEY ROBY RUSSELL, JR. as TRUSTEE OF THE W. ROBBIE RUSSELL LIVING TRUST; WJ PERFORMANCE HORSES, INC.; JOB WHITE; and KENT RIES, in his capacity as CHAPTER 7 TRUSTEE OF THE DEBTORS’ CONSOLIDATED BANKRUPTCY ESTATE.

in favor of Plaintiff and against Defendant Bella Elegance LLC, one of the Defendants herein (“**Defendant**”), based on Defendant’s failure to answer, respond or otherwise object in a timely manner to Plaintiff’s Amended Complaint in the above-titled action (the “**Complaint**”).

The time for the Defendant to file an answer, motion or other appropriate response has now expired.

This Motion is based on the *Declaration of Michael R. Johnson in Support of Plaintiff’s Motion for Entry of Default Judgment* (the “**Johnson Decl.**”), as well as the Court’s docket, which show that:

1. On November 30, 2023, Plaintiff filed its First Amended Complaint for Declaratory Relief (“**Complaint**”). [Dkt. 3.] (Johnson Decl. ¶4)
2. On December 4, 2023, the Complaint and the duly issued Summons dated December 1, 2023, were mailed via certified mail, return receipt requested, and first-class mail, to the last known address of the Defendant c/o Job E. White at 10216 SW 49 Lane, Gainesville, FL 32608. (Johnson Decl. ¶5)
3. The above noted address in Gainesville, Florida is the same address as the Defendant listed on its Dealer Trust Notification Section 318 (7 U.S.C. 181-229) (the “**Dealer Trust Claim**”) filed with the United States Department of Agriculture, Packers & Stockyards Division. A copy of the Dealer Trust Claim can be provided to the Court upon request.
4. On December 21, 2023, the Plaintiff filed its Proof of Service of Summons and Complaint on the Defendant. [Dkt. 65.] (Johnson Decl. ¶6)
5. The Defendant was to file and serve its answer or other appropriate response by no later than January 2, 2024. (Johnson Decl. ¶7)

6. Defendant has failed to appear and answer or otherwise respond to Plaintiff's Amended Complaint on file in this action, and the time for doing so has now expired. (Johnson Decl. ¶8)

7. Because Defendant failed to file an answer or otherwise respond to Plaintiff's Complaint within the time period allowed by law, on April 3, 2024, Plaintiff filed its request that a *Certificate of Default* against the Defendant be entered. (Johnson Decl. ¶9)

8. Plaintiff's Complaint seeks a Declaratory Judgment only against Defendant. No money damages are requested. Further, while the Complaint requests numerous declaratory findings from the Court, not all requested declaratory relief findings are necessary as part of the Default Judgment Plaintiff requests.

9. As part of this Motion, Plaintiff requests that the Court's Default Judgment contain the following declaratory findings only:

A. The claim that Defendant filed with the United States Department of Agriculture, Packers & Stockyards Division asserting claims (the "**Dealer Trust Claims**") against McClain Feed Yard, Inc., McClain Farms, Inc, 7M Cattle Feeders, Inc. and/or Brian McClain (collectively, the "**McClain Debtors**") under 7 U.S.C. § 217b (the "**Dealer Trust Statute**") is not a valid claim under the Dealer Trust Statute.

B. Defendant's Dealer Trust Claims are not valid and are not payable under the Dealer Trust Statute.

C. Defendant is not entitled to any funds or payments as a trust fund claimant or secured creditor under the Dealer Trust Statute.

D. The preliminary decision of the United States Department of Agriculture, Packers & Stockyards Division, to disallow the Defendant's Dealer Trust Claims is affirmed, and Defendant has no rights against the McClain Debtors or their bankruptcy estates under the Dealer Trust Statute.

E. Defendant's rights against the McClain Debtors, their bankruptcy estates and their assets, if any, are junior and inferior to Plaintiff's rights against the McClain Debtors, their bankruptcy estates and their assets.

F. If and to the extent Defendant has claims against the McClain Debtors related to the subject matter of its Dealer Trust Claims, those claims are, at most, general unsecured claims and not secured claims or trust claims.

10. Except as set forth above, all other requests for declaratory relief in Plaintiff's Complaint against this particular Defendant, if any, are unnecessary, should be denied as moot, and should be dismissed.

11. The Defendant is not a natural person and, therefore, Defendant is not in military service. (Johnson Decl. ¶12)

12. Defendant is not an infant or incompetent person. (Johnson Decl. ¶13)

Based on the foregoing, and pursuant to Federal Rules of Civil Procedure 55(b)(1), as incorporated by Fed. R. Bankr. P. 7055, Plaintiff hereby requests the entry of a Default Judgment in favor of Plaintiff and against Defendant Bella Elegance LLC as set forth in paragraph 9 above. Plaintiff also requests an award of its recoverable costs and expenses, excluding attorneys' fees, to the extent authorized or allowed by law.

Plaintiff has submitted a proposed Default Judgment herewith.

DATED this 10th day of April, 2024.

UNDERWOOD LAW FIRM, P.C.
Thomas C. Riney, SBN: 16935100
W. Heath Hendricks, SBN: 240556451
500 South Taylor, Suite 1200, LB 233
Amarillo, Texas 79101
Telephone: (806) 376-5613
Facsimile: (806) 379-0316
Email: tom.riney@uwlaw.com
Email: heath.hendricks@uwlaw.com

-and-

Michael R. Johnson (Pro Hac Vice)
RAY QUINNEY & NEBEKER P.C.
36 South State Street, Suite 1400
Salt Lake City, Utah 84111
Telephone: (801) 532-1500
Facsimile: (801) 532-7543
Email: mjohnson@rqn.com

/s/ Michael R. Johnson

Michael R. Johnson

Attorneys for Rabo AgriFinance LLC

CERTIFICATE OF SERVICE

I hereby certify that on April 10, 2024, I electronically filed the foregoing **Motion for Entry of Default Judgment against Bella Elegance LLC** with the United States Bankruptcy Court for the Northern District of Texas by using the CM/ECF system which sent notice to registered ECF users in this case. I further certify that on April, 10, 2024, I mailed the foregoing via first class mail to the following:

Bella Elegance LLC
c/o Job E. White
10216 SW 49 Lane
Gainesville, FL 32608

/s/ Carrie Hurst

1666329